



### **JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1332, as there is complete diversity of citizenship and the amount in controversy exceeds \$75,000, exclusive of interest, costs and fees.

4. This Court has personal jurisdiction over Delaney since it engaged in business with Interior Supply in the State of Ohio and thereby voluntarily submitted to personal jurisdiction in Ohio.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because the events which led to the claims asserted herein occurred in this district.

### **BACKGROUND**

6. Interior Supply was selected to provide certain components as part of the new Hilton Hotel being built at 402 N. High Street in Columbus, Ohio.

7. Delaney supplies building hardware for customers throughout the country, including in Ohio.

8. In 2019, 2020, and 2021 Delaney provided quotes for door pull handles (product BD0461) and sliding door tracks for 476 sliding doors, six feet in length (item SD1061 6') to be installed at the Hilton Hotel.

9. On December 23, 2021, Interior Supply issued Purchase Order 629826 for the pull handles and sliding door tracks. A true and accurate copy of Purchase Order 629826 is attached hereto as Exhibit 1. The handles and tracks were to be delivered by mid-April 2022.

10. On March 22, 2022, Interior Supply submitted a website inquiry to Delaney asking about the status of the handles and tracks.

11. Delaney shipped the 476 door handles specified in Purchase Order 629826 in late March 2022, and Interior Supply paid for those items on April 7, 2022.

12. However, with respect to the tracks, Delaney sent an email on March 24, 2022 stating, in part: “Regrettably, item SD1061 [the sliding door tracks] has been discontinued, and we are not able to source it directly from the factory.” When asked for an alternative (still on March 24, 2022), Delaney responded: “Unfortunately, we do not have an alternative for this item.”

13. On March 25, 2022, incredulous at Delaney’s emails from March 24, Interior Supply asked: “How can this order be on for 3 months and we are just now finding this out...?” Delaney responded: “Regrettably, we had to discontinue several items and many of those items were discontinued at the end of 2021. We had limited inventory while supplies lasted, and SD1061 is not something that we are going to continue to stock at our warehouse moving forward.”

14. Based on Delaney’s repudiation of its obligation to deliver the sliding door tracks, Interior Supply immediately began to search for an acceptable replacement. Any replacement had to be approved by the general contractor, the owner’s representative, and the owner. Interior Supply spent considerable time and effort in April and May 2022 searching for an acceptable replacement.

15. On April 26, 2022, Delaney sent an unsolicited email with a new offer stating: “We received a response from our sourcing department regarding discontinued SD1061. We believe that we can source it from the factory directly. However, the lead time is roughly 135 days. Would you be able to wait for the hardware?” Interior Supply responded that: “I have to get approval from the contractor. Since we were told that the tracks were not available we took them off our original PO. . . .” Interior Supply never accepted Delaney’s April 26 proposal.

16. On April 27, 2022, Delaney left a voicemail message with Interior Supply which stated:

“Good morning [Lohren]. This is Erin calling you from Delaney Hardware. I sent you an email on Tuesday so yesterday regarding the discontinued sliding door, six round Rock kid that we previously discontinued. I was able to confirm that we can source it from the factory Dillard directly but the lead time is going to be roughly 135 days. So I just need to confirm. If that's going to be. Okay. With you. I'm unfortunately the P O does need to be released by today as a supplier will be shut down for all of next week. So if we're not able to release it. It is just gonna be removed from your order. So if you could please just give me a call back 1-800-952-4430 you can press option two and then anybody can transfer you to me thank you have a good day. ...”

17. On April 28, 2022, Interior Supply sent an email to Delaney which stated, in part: “ I returned your call yesterday, but haven’t heard back. You mentioned the factory is closed next week; does that mean they are closed for good or only for a week? I have to get it approved again from the contractor. Since we were told the tracks were not available we took them off the original PO....” There were no subsequent communications in April or May 2022 between Delaney and Interior Supply regarding the tracks. Interior Supply never agreed to Delaney’s belated April 26 or 27 proposal.

18. Between late March and early May and after searching multiple sources and obtaining necessary approvals from the general contractor, the owner’s representative, and the owner, on May 19, 2022, Interior Supply placed an order for replacement tracks with approved finish and soft close functionality with National Guard Products, Inc. (“NGP”). The replacement tracks were delivered on May 31, 2022 and promptly installed on the project. However, the total unit cost of the replacement tracks with NGP was \$60,672.86 higher than the cost of the tracks specified in Purchase Order 629826. A true and accurate copy of the Invoice from NGP is attached hereto as Exhibit 2. In addition, Interior Supply incurred commercially reasonable charges and

expenses including, but not limited to, out of pocket labor charges of over \$15,367.17 to install the replacement units (which included added costs to cut the replacement units to the required length of six feet), along with internal costs and expenses.

19. In June 2022, with no prior notice, Delaney shipped 476 tracks to Interior Supply. Interior Supply immediately rejected the shipment and on June 22, 2022 communicated the following message to Delaney:

Per our email thread below, you made it clear that the barn door track system was discontinued and unavailable. Then you said you would try to source it and would “get back to me” with confirmation of sourcing the track system. You never “got back to me!” Unfortunately, we were in a bad spot; the project was moving forward and we had no choice but to source the product elsewhere. Please provide an RMA so I can get this back to you.

In August 2022, Interior Supply again asked Delaney to retrieve the tracks.

20. Delaney has failed to take any action to recover the unsolicited units shipped in June, and they remain in cartons at Interior Supply, incurring storage and other costs.

### **COUNT ONE**

21. Interior Supply realleges the above paragraphs as if fully rewritten herein.

22. Interior Supply and Delaney had a contract based on Purchase Order 629826 pursuant to which Delaney was to provide 476 door handles (product BD0461) and 476 sliding door tracks (product SD1061 6’).

23. Delaney provided the door handles, and Interior Supply paid in full for those items.

24. However, in March 2022, Delaney repudiated its ability and obligation to provide the sliding door tracks, thereby breaching its contract to provide these items.

25. Interior Supply material changed its position as a result of Delaney’s repudiation, and Interior Supply indicated to Delaney that it considered Delaney’s repudiation final.

26. Interior Supply ultimately located replacement tracks, from NPG. However, Interior Supply incurred additional costs of \$60,672.86 for the replacement tracks.

27. Interior Supply also incurred incidental and consequential damages, including the added out of pocket labor costs of \$15,376 to install the replacement tracks; other costs and expenses incurred to locate and install the replacement tracks; and costs associated with the receipt, care, and custody of the unsolicited tracks shipped by Delaney in June 2022 and Delaney's failure to retrieve those tracks.

28. Interior Supply has suffered damages as a result of Delaney's breach in excess of \$75,000.

### **COUNT TWO**

29. Interior Supply realleges the above paragraphs as if fully rewritten herein.

30. Pursuant to Sections 2-610 of the Uniform Commercial Code, O.R.C. § 1302.68, Delaney repudiated its ability and obligation to deliver the sliding door tracks specified in Purchase Order 629826.

31. Pursuant to Sections 2-711 of the Uniform Commercial Code, O.R.C. § 1302.85, Interior Supply covered by purchasing replacement goods.

32. Delaney is liable to Interior Supply for the increased cost of the replacement goods and other damages suffered by Interior Supply as a result of Delaney's actions.

### **PRAYER FOR RELIEF**

WHEREFORE, Interior Supply seeks the following relief against Delaney:

- A. Damages caused by Delaney's breach, in excess of \$75,000;
- B. For its costs and expenses herein; and
- C. For such other and different relief as it just and proper.

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Respectfully submitted,  
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